STATEMENT OF WORK FOR HOTEL SERVICES

With

Bethesda North Marriott Hotel and Conference Center

THIS BPA and supplemental provisions governing hotel meeting event services pursuant to future meeting orders established by RECORDS OF CALLS (ROC) against such BPA(s) is made between the Department of Health and Human Services (DHHS), and its Operating Divisions, a Federal Department, and the Bethesda North Marriott Hotel and Conference Center (the "Hotel") located at 5701 Marinelli Road, North Bethesda, MD 20852

The DHHS/NIH contact and authorized representative (other Departmental authorized representatives will be identified through modification to this agreement and its supplemental provisions) for purposes of the BPA is:

Robert Bates Procurement Analyst Tel. No. (301) 435-3935

The Hotel contact and authorized representative for purposes of this BPA is:

Amy Ibach Senior Sales Manager 301-822-9292

> Michael Tristano Account Executive 301-828-2003

All references herein to the DHHS authorized representatives include, Program Administrators, who are authorized to contact hotels when seeking availability of sleeping and meeting rooms, DHHS Ordering Officials, who are authorized to issue ROC(s) against established BPA(s) with Hotels for reserving sleeping and meeting rooms at such hotels, and DHHS on-site Meeting Representatives, who are authorized to coordinate on-site activities. The DHHS will provide a list to the Hotel of the representatives authorized to act on behalf of the DHHS; the DHHS will not be held responsible for charges incurred by any individuals not indicated as authorized representatives of the DHHS.

One ROC will be issued for each meeting. Terms and conditions governing this agreement and each ROC are included in the attached BPA document.

I. RESERVING THE MEETINGS

The Hotel hereby agrees to provide hotel services in support of DHHS meetings, over dates requested by the DHHS, based upon availability of sleeping and meeting rooms and, as requested

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and agreed to, will reserve such rooms and or blocks of rooms, accordingly. "Availability" is defined as necessary meeting space and sleeping rooms not yet committed to other groups and guests. For this BPA, the Government is prohibited from making advanced payment; no deposit will be required.

II. ROOM BLOCK

A. The Hotel shall identify an account representative who will coordinate reservations for sleeping rooms, as requested by the DHHS through issuance of ROC(s). The DHHS will provide reservation rooming lists to the Hotel; the Hotel shall establish master account receiving/billing records for record keeping and billing purposes. The DHHS list(s) will identify which guests are non-federal and federal reviewers for master billing purposes and will indicate for master account billing purposes, which attendees are approved for coverage through the master account.

The Hotel shall, in a timely fashion and on a regular basis, advise the DHHS of any concerns related to reservation cut off dates. The Hotel shall provide reservation confirmation numbers for each guest no later than two (2) weeks prior to a meeting, unless sleeping room reservations are made less than two (2) weeks prior to the start date of such meeting event; in such cases, reservation confirmation numbers should be assigned as soon as possible and the DHHS shall be notified accordingly. Room reservation changes to the ROC shall be made after mutual agreement between the DHHS and the Hotel; written modifications to the ROC will be issued to effect such changes.

B. All meeting-related sleeping rooms will be counted in the room block. Good faith efforts will be made by the DHHS and by the Hotel to ensure that all attendees, including late reservations, staying in the Hotel are counted in the block.

III. ROOM RATES

- A. The Hotel shall offer sleeping rooms at no more than 25% above the prevailing government lodging per diem.
- B. The Hotel shall offer meeting rooms at no more than the most favorable customary rate.
- C. Local and state taxes will not apply to either sleeping or meeting room rates billed to the Master Account based upon the Government's tax exempt status in the state of Maryland. These rates also are net non-commissionable. No other fees or surcharges shall be authorized nor added to this rate without the express written approval of both parties.
- D. The above rates will apply at least one (1) day prior to and one (1) day after the meeting dates based on a request from the DHHS and room availability; such sleeping room

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reservations will be counted in the room block and billed pursuant to DHHS billing instructions.

IV. RESERVATIONS and ATTRITION

- A. DHHS will provide reservation rooming lists to the hotels. Reservation rooming lists provided by the DHHS will indicate which guests are federal vs. non-federal for master account receiving/billing record purposes. The reservation rooming list(s) will be provided to the hotel no less than thirty (30) calendar days prior to the start of the meeting. Modifications, including changes and additions to the established reservation rooming list(s) will be effected through modifications to the ROC and treated as advance reservations. Additions to reservation rooming lists will be accepted by the Hotel on a space availability basis at no more than 25% above the prevailing government lodging per diem rate and will be credited to the room block. All cancellations received by the Hotel prior to the meeting date and in accordance with dates agreed to in the ROC will revert back to the meeting room block for use unless released by the DHHS through modification to the ROC. Cancellations received by the Hotel prior to the established ROC termination schedule will be honored as specified under (item IX, ROC Cancellation and Modifications) this BPA
 - B. The Hotel shall guarantee arrival of guests appearing on reservation rooming lists submitted by the DHHS and established on the master account receiving/billing record. The Hotel will allow name changes without penalty.
 - D. The Hotel's check-in time for DHHS guests is 4 p.m. The Hotel's check-out time for DHHS guests is 12 p.m. Guests are permitted to check in earlier or check out later Subject to room availability.
 - E. The hotel shall provide attrition allowances for sleeping rooms at no less than 20% of the room block.

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V. <u>AMENITIES</u>

Indoor Pool, Fitness Center, Full Service Restaurant, Lounge, Gift Shop

VI. FACILITIES AND SERVICES

A. The Hotel shall provide meeting space appropriate to the group size. The number of attendees listed in each sample type is provided for planning and estimating costs only and does not represent a guarantee of the exact number of attendees.

The hotel shall estimate and bill as one per person meeting package rate to the DHHS.

The Hotel shall provide at least one of the following meeting "types" and meeting support at a per person rate.

Meeting Type 1 –

Meeting Package rate offered is \$114 per person per day, excluding 5% Maryland tax.

1 to 35 attendees

Meeting room with capacity for up to 25-seat hollow square and 10 perimeter seats (allowing 2.5 feet of linear table surface space per person)

One active direct dial phone line, with no charge for local calls

One power drop

Break service (AM & PM) [bakery items, coffee, tea and soft drinks, fresh fruit, hot items].

24-hour exclusive room hold- not including ballroom space

three (3) six-foot tables

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Meeting Type 2 -

Meeting Package rate offered is \$114 per person per day, excluding 5% Maryland tax.

36 to 50 attendees

Meeting room with capacity for up to 40-seat hollow square and 10 perimeter seats (allowing 2.5 feet of linear table surface space per person)

One active direct dial phone line, with no charge for local calls

One power drop

Break service (AM & PM) [bakery items, coffee, tea and soft drinks, fresh fruit, hot items]. 24-hour exclusive room hold- not including ballroom space

three (3) six-foot tables

Meeting Type 3 –

Meeting Package rate offered is \$114 per person per day, excluding 5% Maryland tax.

51 to 100 attendees

Meeting room with capacity for up to 50-seat hollow square and 50 perimeter seats (allowing 2.5 feet of linear table surface space per person) One active direct dial phone line, with no charge for local calls One power drop

Break service (AM & PM) [bakery items, coffee, tea and soft drinks, fresh fruit, hot items]. 24-hour exclusive room hold- not including ballroom space three (3) six-foot tables

The Hotel shall accommodate additional meeting space needs on an availability basis. The Hotel shall not reassign contracted space, unless pre-approved by the DHHS.

There shall be no charge to the DHHS for the set-up of meeting rooms on the morning of the event; the Hotel shall not charge for providing customary equipment incidental to meeting activities. The Hotel shall not charge for storing meeting materials and publications for up to two (2) days prior to the start of the meeting and up to two (2) days after the meeting ends, up to five (5) packages per meeting; the Hotel shall not charge a package fee for receipt of these materials for up to five (5) packages; the Hotel shall not charge for moving meeting materials to the meeting room or registration area at no charge.

For informational and evaluative purposes, the Hotel shall provide a schedule of costs for the following meeting support supplies, equipment and services, and may note any additional supplies, equipment and services, along with costs, that may be available:

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Schedule of Supplies, Equipment and Services

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High Performance Conference Phone with Extension Microphones (i.e., Polycom or Equivalent)	\$	150.00
Desktop Speaker Phone	\$	150.00
Active Direct Dial Outside Phone Line	\$	100.00 + calls
Speakers with Stand and Power Supply	\$	Start at 600.00
Audio Mixer – 8 Channel	\$	100.00
Audio Mixer – 16 Channel	\$	200.00
Hook-up to House Sound System	\$	150.00
Wireless Microphone with Desktop Stand	\$	150.00
Digital Telephone Interface	\$	Call for rates
Digital Conference Push-to-Talk Microphone System	\$	55/mic \$155 control unit
Hard Wired Microphone with Desktop Stand	\$	55
Laptop Computer	\$	Call for quotes
20" TV/VCR	\$	80VCR,\$125 TV
20" TV/DVD Combo	\$	80DVD,\$125TV
LCD Projector	\$	Starting at \$750
Projection Screen	\$	Starting at \$55
Overhead Projector	\$	120
Slide Projector	\$	Call for quotes
Laser Pointer	\$	50.00
6 – Outlet Desktop Power Strip w/15 Foot Cord	\$	15.00
Flip chart w/Markers and Paper	\$	50.00
Wireless High-Speed Internet	\$	Call
High-Speed Internet Line	\$	450 1 st line, 125 additional lines
Dial up Internet Line	\$	Call

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VII. OBLIGATIONS OF THE HOTEL

- A. Hotel will promptly notify DHHS of any significant construction or remodeling to be performed in Hotel during the Event. Hotel will endeavor to keep such activity from distracting or interfering with the use of meeting rooms or other facilities to be used during the event. If it is reasonably anticipated that there will be a significant interference, Hotel will arrange comparable meeting and guest room facilities at a nearby hotel.
- C. Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulations and guidelines (collectively the ADA). DHHS agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which Institute/Center is aware.

IX. ROC CANCELLATION AND MODIFICATIONS

A. In the event that the DHHS should terminate this Agreement, DHHS will book a replacement meeting of equal or greater value with the Hotel with 90 days of the termination. The new meeting booked by DHHS will take place within six (6) months of the rebooking.

If rebooking does not take place within 90 days, DHHS, the DHHS is liable for liquidated damages as follows;

B. <u>Date of Decision to Cancel</u> <u>Amount of Liquidated Damages Due</u>

0-30	100% of total room revenue
31-60 days prior	75% of total room revenue
61-90 days prior to the meeting	50% of total room revenue
91-120 days prior to the meeting	25% of total room revenue

C. Modifications to meeting packages will be negotiated on a case-by-case basis.

X. MISCELLANEOUS

A. This Agreement will be reviewed at least annually and may be renewed.